



Office of the City Clerk



O2012-8055

Office of the City Clerk

City Council Document Tracking Sheet

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| Meeting Date: | 11/15/2012 |
| Sponsor(s): | Dowell, Pat (3) |
| Type: | Ordinance |
| Title: | Amendment of Intergovernmental agreement with Board of Education regarding use of parking garage by Chicago Police Department |
| Committee(s) Assignment: | Committee on Housing and Real Estate |



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OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

November 15, 2012

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of Fleet and Facility Management, I transmit herewith an ordinance authorizing an amendment to a previously executed Intergovernmental Agreement with the Board of Education regarding the use of a parking garage by the Chicago Police Department.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor



THE UNIVERSITY OF CHICAGO
LIBRARY

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ORDINANCE

WHEREAS, the City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise and perform any function pertaining to its government and affairs; and

WHEREAS, on July 30, 2008, the City Council ("City Council") of the City approved an ordinance published in the Journal Proceedings of the City Council for such date at pages 34776 through 34803 (the "Ordinance") authorizing execution of an Intergovernmental Agreement ("I.G.A.") with the Board of Education of the City of Chicago, ("Board"), and the Public Building Commission of Chicago ("PBC") for the development of a new Town Hall (23rd District) police station and adjoining parking garage in the vicinity of West Addison Street and North Halsted Street (the "Project"); and

WHEREAS, the new police station was constructed on approximately 42,000 square feet of land previously containing one hundred eleven (111) parking spaces and previously owned and used by the Board and its licensees at the northeast corner of Addison Street and North Fremont Street; and

WHEREAS, a three hundred sixty-one (361) space double helix parking garage was constructed to replace and provide the Board, its licensees and its permittees with dedicated access and exclusive use of one hundred eleven (111) parking spaces (such spaces and garage portion, the "BOE-Garage") and the City and its personnel and permittees with dedicated access and exclusive use of two hundred fifty (250) parking spaces (such spaces and garage portion, the "City-Garage") (such garages, collectively, the "Garage"); and

WHEREAS, the Garage is located on land acquired and owned by the PBC and on land owned by the City ("Parking Garage Parcel"); and

WHEREAS, the I.G.A. currently provides for the City to own the Garage and to grant the Board an easement for its use of the BOE-Garage; and

WHEREAS, the Board, the PBC and the City desire to amend the I.G.A. to provide for the Board to take ownership of the BOE-Garage and grant the City an easement for maintenance and repair of the BOE-Garage, and for the City to retain ownership of the City-Garage; and

WHEREAS, the Board, the PBC and the City desire to amend the I.G.A. to correct the legal description of the Parking Garage Parcel to include the unused portion of a larger parcel acquired by PBC for the construction of the Parking Garage and its access; and

WHEREAS, the definitions of the terms in the Ordinance are hereby incorporated in this ordinance by reference; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1. The foregoing recitals, findings and statements of fact are hereby adopted as the findings of the City Council.

SECTION 2. Section 2 of the Ordinance is hereby amended to read as follows:

The Commissioner of the Department of Fleet and Facility Management or the Corporation Counsel is authorized to accept on behalf of the City a deed from the PBC conveying to the City the PBC's interest in the Police Station Parcel and the portions of the Parking Garage Parcel that are not occupied by the BOE-Garage ("City-Garage Parcel"), for One Dollar (\$1.00) in accordance with the terms and conditions of an amended intergovernmental agreement between and among the PBC, the Board and the City on terms and conditions substantially in accordance with Exhibit B attached hereto and incorporated herein (the "Amended I.G.A."). The Mayor or his proxy is authorized to execute and deliver, and the City Clerk or Deputy City Clerk is authorized to attest, a quitclaim deed on behalf of the City conveying to the Board the City's interest in and to those portions of the Parking Garage Parcel that are occupied by the BOE-Garage ("BOE-Garage Parcel"), for the sum of One and No/100 Dollars (\$1.00), in accordance with the terms and conditions of the Amended I.G.A., subject to the approval of the Corporation Counsel as to form and legality. The Budget Director, the Superintendent of Police and the Commissioner of the Department of Fleet and Facilities Management, or a designee of each such person, are each hereby authorized, with the approval of the Corporation Counsel as to form and legality, to negotiate, execute and deliver the Amended I.G.A., and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the Amended I.G.A. and to implement the provisions of this ordinance with such changes deletions and insertions as shall be approved by the persons executing the Amended I.G.A..

SECTION 3. Section 3 of the Ordinance is hereby amended to read as follows:

The City's acceptance of a permanent easement interest in the BOE-Garage Parcel pursuant to an easement agreement in substantially the form attached as (Sub) Exhibit D to the Amended I.G.A. ("Easement Agreement") is hereby approved. The Mayor and the Commissioner of the Department of Fleet and Facilities Management, or a designee of such person, are hereby authorized, with the approval of the Corporation Counsel as to form and legality, to negotiate, execute and deliver the Easement Agreement and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the Easement Agreement and to implement the provisions of this ordinance with such changes deletions and insertions as shall be approved by the persons executing the Easement Agreement.

SECTION 4. The I.G.A. attached as Exhibit B to the Ordinance shall be amended as set forth on Exhibit A attached hereto and incorporated herein.

SECTION 5. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 6. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 7. This ordinance shall be effective upon its passage and approval.

EXHIBIT A to Ordinance

Amendment of Intergovernmental Agreement (I.G.A.) For The Transfer of Property and the Grant of Permanent Easements (Project PD 23 and Adjoining Parking Structure)

1. In lieu of PBC's conveyance of the entire Parking Garage Parcel to the City as provided in Section 7.2:
 - a. City will convey to the Board those portions of the BOE-Garage Parcel that are owned by the City.
 - b. PBC will convey to the Board those portions of the BOE-Garage Parcel that are owned by the PBC.
 - c. PBC will convey to the City those portions of the City-Garage Parcel that are owned by the PBC.
 - d. The BOE-Garage Parcel shall include fee interest in parcels occupied by Stair No. 3, Stair No. 2 and Elevator, and the Addison Access Parcel.
2. In lieu of the City's execution and delivery to Board of a grant of permanent easement as provided in Section 8.1:
 - a. City and Board will both execute and deliver at the closing of the parcels described above, the Easement Agreement as amended in accordance with this ordinance.
3. (Sub) Exhibit D to the I.G.A. is hereby deleted and there is substituted in its place an amended (Sub) Exhibit D –Easement Agreement substantially in the form attached to this ordinance as Exhibit B.
4. (Sub) Exhibit B-2 to the I.G.A. is hereby deleted and there is substituted in its place an amended (Sub) Exhibit B-2 – Legal Description Parking Garage Parcel substantially in the form attached to this ordinance as Exhibit C.
5. Promptly after the closing, the City and the Board agree to cooperate and execute all documents reasonably requested by the other party to commence and complete divisions of any tax parcel that includes any portion of any parcel conveyed as described herein, or to establish and defend any exemption applicable to any such parcel.
6. Except as amended hereby, or as may be implied from such amendments, the remaining provisions of the I.G.A. shall remain in full force and effect.

EXHIBIT B to Ordinance

(Sub) Exhibit D to I.G.A.
EASEMENT AGREEMENT

**THIS DOCUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:**

**TERRY DIAMOND
NEAL & LEROY, LLC
203 N. LASALLE ST. SUITE 2300
CHICAGO, ILLINOIS 60601**

**AFFECTS PINS: 14-20-230-006, 008 & 010
812 W. ADDISON CHICAGO, IL 60657**

**EASEMENT AGREEMENT FOR ACCESS, MAINTENANCE AND REPAIR OF THE
CHICAGO BOARD OF EDUCATION GARAGE ADJACENT TO SCHOOL LOCATED
AT 812-30 W. ADDISON, CHICAGO, ILLINOIS**

THIS EASEMENT AGREEMENT (“Easement Agreement”) is made and entered into at Chicago, Illinois as of the _____ day of _____, _____ (the “Effective Date”) by and between City of Chicago in Trust for Use of Schools, as title holder pursuant to 105 ILCS 5/34-20 (2011) (“BOE” or “Grantor”) and the City of Chicago, an Illinois municipal corporation and home rule unit of government, (“City” or “Grantee”).

RECITALS:

- A. BOE is the legal title holder of the premises described on Exhibit “A”, attached hereto and made a part of this Easement Agreement (“BOE Garage Property”). The BOE Garage Property is adjacent to the Inter-American School located at 851 W. Waveland, Chicago, Illinois 60613 (“School”);
- B. The City is the legal title holder of the premises described on Exhibit “B”, attached hereto and made a part of this Easement Agreement (“City Garage Property”). The City Garage Property is adjacent to the new combined 19th and 23rd District Police Station (Police Station) at the northeast corner of Addison and Fremont;
- C. The new Police Station was built on property formerly owned by BOE at the

northeast corner of Fremont and Addison. Prior to construction, the property had 111 parking spaces. In 2008, to replace BOE's 111 parking spaces removed for the construction of the new Police Station, the City agreed to construct, repair and maintain the BOE Garage with 111 replacement parking spaces for BOE at no cost to BOE.

- D. Pursuant to the 2008 Agreement, the City entered into agreements for the construction of a double helix parking garage structure and related improvements ("Garage") containing 361 parking spaces adjacent to the new Police Station and the School. BOE has exclusive access to and use of 111 parking spaces in the Garage ("BOE Garage"), the City has exclusive access to and use of 250 parking spaces in the Garage ("City Garage"). The BOE Garage and the City Garage have separate and distinct entrances, stairwells and elevators;
- E. BOE will grant to the City certain non-exclusive easement rights, including the right of ingress and egress over and in the BOE Garage Property for the sole purpose of maintaining and repairing the BOE Garage;
- F. To enable parents, teachers, visitors and staff to access the School from and to the BOE Garage, the City has agreed to grant BOE an easement in a portion of the City Garage Parcel described on Exhibit "B", attached hereto and made a part of this Easement Agreement ("School Access Easement Parcel").

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

- (1.) Incorporation of Recitals, Exhibits and Definitions. The recitals, definitions and the exhibits attached hereto are an integral part of this Easement Agreement and are incorporated herein.
- (2.) Grant of Non-Exclusive Easement. BOE hereby grants and conveys to the City a perpetual, non-exclusive easement for ingress and egress into and over the BOE Garage Parcel for the sole purpose of maintaining, repairing and replacing the BOE Garage as provided in this Easement Agreement.
- (3.) Grant of Access Easement. The City hereby grants and conveys to BOE a perpetual, non-exclusive easement for ingress and egress into and over the School Access Easement Parcel described on Exhibit B for the sole purpose of providing access to and from the BOE Garage and the School as provided in this Easement Agreement.
- (4.) Rules and Regulations. City shall abide by all reasonable rules and regulations imposed by BOE with respect to the BOE Garage. BOE shall abide by all reasonable rules and regulations imposed by the City with respect to the School Access Easement Property.
- (5.) Maintenance, Repairs, Replacements and Improvements. At the City's

sole expense, City shall maintain, repair, and replace all improvements located on the BOE Garage Property and the School Access Easement Parcel, except for payment kiosks and payment equipment, in a reasonable operable condition. BOE shall operate the BOE Garage and the BOE Garage Property in a reasonable manner to avoid unreasonably increasing the City's cost of maintenance, repair and replacement obligations. If maintenance, repairs or replacements are required hereunder, BOE shall provide the City with reasonable notice of the need for the City to perform such work. If the City refuses or neglects to commence such repairs and to complete the same within a reasonable time after such demand, then BOE may, (but shall not be required to do so) make or cause such maintenance, repairs and replacements to be made. BOE shall be entitled to initiate and pursue proceedings at law or equity to recover the cost of such maintenance, repairs, or replacements. City may not make any changes or alterations to the BOE Garage Property or the School Access Easement Parcel which would reduce the number of parking spaces or access thereto without the express written consent of BOE.

- (6.) BOE Use of BOE Garage. BOE shall have the right to use the BOE Garage for its own use and may allow third parties to use the BOE Garage either with or without charging a fee therefrom and BOE may accomplish this through a third party manager or BOE Garage Operator or licensee. Any revenues generated by the BOE Garage shall be sole and exclusive property of BOE. BOE shall be responsible for causing the payment of real estate taxes and/or leasehold taxes, if any, assessed on the BOE Garage Parcel and for payment of any related penalties and interest accruing therefrom.
- (7.) Kiosks and Payment Equipment and Trash Disposal. BOE at its expense shall provide all payment equipment necessary for the operation of the BOE Garage, including any payment kiosks, gated keycard mechanism and related facilities. BOE and the BOE Garage Operator or Licensee retained by BOE shall assume responsibility for maintenance, repair and replacement of all payment kiosks and kiosks related equipment servicing the BOE Garage and reasonable routine daily maintenance (including custodial services) of the BOE Garage, such as the disposal of trash from the BOE Garage.
- (8.) Mutual Indemnification. Except as provided below, the parties agree to exonerate, indemnify, defend and save each other harmless and their respective officers, directors, members, employees, and agents from and against all claims for personal injury or property damage to the extent proximately caused by (i) any act, omission or negligence of the other party, or such party's contractors, licensees, agents, servants, invitees or employees in connection with use of the BOE Garage Property or the School Access Easement Parcel; or (2) any accident, injury or damage

whatsoever caused to any person, or to the property of any person, or from any violation of applicable law, resulting from any act or negligence of a party or a party's contractors, licensees, agents, servants or employees in connection with use of the BOE Garage Property or the Access Easement Parcel. This indemnity and hold harmless provision shall include an indemnity against all costs, expenses and liabilities, including reasonable attorney's fees, incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof with the following exception. The City shall indemnify and hold the BOE harmless from any and all actions, causes, liability, expenses or claims, including attorney's fees, litigations fees and costs relating to the City's Parking Meter Concession agreement with the Chicago Parking Meters, LLC or any of its, affiliates, successors and assigns.

- (9.) Additional insured. In the event that either party shall undertake any construction, maintenance, repair, alteration or reconstruction work in or on the Parking Garage, the party performing or contracting such work shall require that the other party be added as an additional insured on and receive a certificate of insurance for all policies of insurance obtained to protect such undertaking or contracting party for claims related to such work. The Certificates of Insurance are to be delivered to the parties pursuant to the addresses listed below or to any subsequent address designated by a party to this Agreement.
- (10.) Default. The parties hereto shall in no event be in default in the performance of any of their respective obligations hereunder unless and until each or either of them shall have failed to perform such obligations within thirty (30) days (or such shorter time in an emergency) or longer time if such default cannot be cured within 30 days, provided such party is diligently pursuing a remedy, after notice by the other party. The notice shall specify the default to enable the other party to cure and perform its obligation or responsibility under this Agreement.
- (11.) General Provisions.
- (a) Successors and Assigns. Notwithstanding any other covenant or agreement contained herein, the easements, covenants, rights, privileges, benefits and obligations created hereby shall run with the land of the BOE Garage Parcel and the City Garage Parcel, and inure to the benefit of and be binding upon the parties hereto, their successors and assigns, tenants, subtenants, licensees, concessionaries, suppliers, customers, employees, agents and invitees.
- (b) Injunctive Relief. In the event of any violation or threatened violation by either party from time to time of any of the terms, covenants, and conditions herein contained, in addition to the other remedies herein provided, either party shall have the right to enjoin such violation or

threatened violation in a court of competent jurisdiction. The court costs and the reasonable fees of the attorneys for the prevailing party in any legal proceedings seeking relief shall be paid by the party against whom judgment is entered in said legal proceedings.

- (c) Modification Provisions. This Easement Agreement may not be modified in any respect whatsoever, or rescinded in whole or in part, without the written consent of both parties or their successors or assigns.
 - (d) Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the BOE Garage to the general public or for the general public, it being the intention of the parties that this Agreement shall be strictly limited to and for the purposes herein expressed.
 - (e) Breach Shall Not Permit Termination. It is expressly agreed that no breach of this Easement Agreement shall entitle either party to cancel, rescind or otherwise to terminate this Easement Agreement, but such limitation shall not affect in any manner, any other rights or remedies which such owner may have hereunder by reason of any breach of this Easement Agreement. The Easement Agreement may not be terminated or amended without the consent of each party to this Agreement.
 - (f) Validity and Severance. If any clause, sentence or other portion of this Easement Agreement shall become illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portion thereof shall remain in full force and effect, provided the replacement of the 111 parking spaces used for the construction of the new Police Station at no cost to BOE remains in full force and effect.
 - (g) Release/Waiver of Subrogation. Each party hereby releases and waives its subrogation rights against the party to the extent of its insurance coverage, from any personal injury or loss or damage and all liability for any loss or damage caused by fire or any of the extended coverage casualties or any other casualty caused by the fault or negligence of the other party, or any persons claiming under it; provided, however, this release and waiver of subrogation shall not be operative in any case where the effect thereof is to invalidate such insurance coverage.
 - (h) Laws and Regulations. The Easement herein granted shall be subject to all lawful requirements, including zoning and local laws and ordinances regarding subdivisions.
- (11.) Notice: Notice to BOE shall be addressed to:

Board of Education of the City of Chicago
Department of Operations

125 South Clark Street, 17th Floor
Chicago, Illinois 60603
Fax: (773) 553-2701

and
General Counsel
Board of Education of the City of Chicago
125 South Clark Street, 7th Floor
Chicago, Illinois 60603
Fax: (773) 553-1702

Notice to the City shall be addressed to:

City of Chicago
Department of Fleet and Facility Management
Office of Real Estate Management
30 North LaSalle Street, Suite 300
Chicago, Illinois 60602
Fax: 312-744-2773

and
Corporation Counsel
121 North LaSalle Street,
Chicago, Illinois 60602
Attention: Real Estate and Land Use Division
Fax: (312) 744-8538

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth above, by any of the following means: (a) personal service or delivery; (b) facsimile (FAX) machine; (c) overnight courier; d) registered or certified mail, return receipt requested; or (e) email, but only to the extent acknowledged by a responding email.

Such addresses may be changed when notice is given to the other party in the same manner as provided above. Any notice, demand or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier and, if sent pursuant to subsection (d) shall be deemed received two (2) days following deposit in the mail.

(12.) Termination. This Easement Agreement shall terminate if the School

adjacent to the BOE Garage should ever cease to be used as a school under authority of the laws of Illinois for five (5) consecutive years. Upon such termination, City shall be released from its maintenance, repair and replacement obligations under this Easement Agreement and both parties agree to execute an instrument in recordable form confirming such termination and the releasing City from its obligations and responsibilities under this Easement Agreement. During the term of this Agreement, all revenues from the BOE Garage shall be paid and remitted to BOE and the School adjacent to the BOE Garage.

- (13.) Tax Division. The BOE Garage is located on portions of PIN Nos. 14-20-230-006, 008 and 010. The parties agree to cooperate and to file a tax division to obtain a separate tax identification number for the BOE Garage legally described on Exhibit A attached hereto.
- (14.) Supersedes Prior Easement Agreement: This Non-Exclusive Easement Agreement supersedes and replaces the Easement Agreement attached to the Intergovernmental Agreement dated March 30, 2010 between the City and BOE relating to the BOE Garage.
- (15.) Amendment. From time to time, the parties hereto may amend this Easement Agreement in writing duly executed by both BOE and the City and recorded.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the
day and year first written above.

GRANTOR:

City of Chicago in Trust for Use of Schools, as title
holder pursuant to 105 ILCS 5/34-20 (2011)

By: _____

Attest: _____

Board of Education of the City of Chicago, a body
politic and corporate

By: _____

David J. Vitale, President

Attest: _____

Estela Beltran, Secretary

Approved as to Legal Form:

James L. Bebley

GRANTEE: City of Chicago, an Illinois municipal
corporation and home rule unit of government

By: _____

Commissioner
Department of Fleet and Facility Management

Approved as to Legal Form:

Corporation Counsel

STATE OF ILLINOIS)

)

COUNTY OF COOK)

I _____, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that David J. Vitale as the President of the Board of Education of the City of Chicago (the "Board of Education") and Estela Beltran, the Secretary to the Board of Education are personally known to me to be the same persons whose names are subscribed to the foregoing instrument and as such appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this _____ day of _____, 2012.

Notary Public

STATE OF ILLINOIS)

)

COUNTY OF COOK)

I _____, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that David J. Reynolds, as Commissioner of the Department of Fleet and Facility Management of the City of Chicago (the "City") who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Commissioner of said corporation, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of the City for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 2012.

Notary Public

EXHIBIT A

ALL OF THE PARCELS LEGALLY DESCRIBED BELOW TAKEN TOGETHER CONSTITUTE THE CHICAGO BOARD OF EDUCATION PARKING GARAGE ("BOE GARAGE") WITH THE EXCEPTION OF THE CENTER COLUMNS AND THE MECHANICAL ROOM WHICH BELONG TO THE CITY OF CHICAGO.

**PARCEL 2A: BOE GARAGE RAMPS/111 PARKING SPACES; PARTS OF LEVELS 1, 2 AND 3
LEGALLY DESCRIBED AS FOLLOWS:**

THAT PART OF THE WEST 177.37 FEET OF THE SOUTHEAST QUARTER OF BLOCK 16 TOGETHER WITH THE NORTH 52.64 FEET OF SAID SOUTHEAST QUARTER OF BLOCK 16 LYING EAST OF THE SAID WEST 177.37 FEET OF SAID SOUTHEAST QUARTER OF BLOCK 16 (EXCEPT THE EAST 89.88 FEET OF THE NORTH 30.43 FEET THEREOF) IN LAFLIN, SMITH AND DYER'S SUBDIVISION OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BETWEEN HORIZONTAL PLANES HAVING A LOWER ELEVATION OF 10.50 AND AN UPPER ELEVATION OF 24.25 AT THE GROUND LEVEL, LYING BETWEEN INCLINED PLANES HAVING A LOWER ELEVATION OF 10.50 TO 23.32 AND AN UPPER ELEVATION OF 24.25 TO 35.54 ALONG THE RAMP BETWEEN THE GROUND LEVEL AND SECOND LEVEL, LYING BETWEEN HORIZONTAL PLANES HAVING A LOWER ELEVATION OF 23.32 AND AN UPPER ELEVATION OF 35.54 AT THE SECOND LEVEL, LYING BETWEEN INCLINED PLANES HAVING A LOWER ELEVATION OF 23.32 TO 34.84 AND AN UPPER ELEVATION OF 35.54 TO 46.83 ALONG THE RAMP BETWEEN THE SECOND LEVEL AND THIRD LEVEL AND LYING BETWEEN HORIZONTAL PLANES HAVING A LOWER ELEVATION OF 34.84 AND AN UPPER ELEVATION OF 46.83 AT THE THIRD LEVEL, AS SHOWN ON EXHIBIT A, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE WEST 177.37 FEET OF SAID SOUTHEAST QUARTER OF BLOCK 16; THENCE SOUTH 88 DEGREES 18 MINUTES 20 SECONDS WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER 74.80 FEET; THENCE NORTH 01 DEGREE 39 MINUTES 48 SECONDS WEST 5.13 FEET FOR A PLACE OF BEGINNING; THENCE CONTINUING NORTH 01 DEGREE 39 MINUTES 48 SECONDS WEST 1.18 FEET; THENCE SOUTH 88 DEGREES 20 MINUTES 12 SECONDS WEST 0.79 FEET; THENCE NORTH 01 DEGREE 39 MINUTES 48 SECONDS WEST 1.18 FEET; THENCE SOUTH 88 DEGREES 20 MINUTES 12 SECONDS WEST 2.36 FEET; THENCE SOUTH 01 DEGREE 39 MINUTES 48 SECONDS EAST 0.68 FEET; THENCE SOUTH 88 DEGREES 20 MINUTES 12 SECONDS WEST 35.56 FEET; THENCE NORTH 01 DEGREE 39 MINUTES 48 SECONDS WEST 0.68 FEET; THENCE SOUTH 88 DEGREES 20 MINUTES 12 SECONDS WEST 2.97 FEET; THENCE NORTH 01 DEGREE 39 MINUTES 48 SECONDS WEST 7.81 FEET; THENCE SOUTH 88 DEGREES 20 MINUTES 12 SECONDS WEST 15.41 FEET; THENCE NORTH 01 DEGREE 39 MINUTES 48 SECONDS WEST 9.53 FEET; THENCE SOUTH 88 DEGREES 20 MINUTES 12 SECONDS WEST 4.20 FEET; THENCE NORTH 01 DEGREE 39 MINUTES 48 SECONDS WEST 2.91 FEET; THENCE SOUTH 88 DEGREES 20 MINUTES 12 SECONDS WEST 2.50 FEET; THENCE NORTH 01 DEGREE 39 MINUTES 48 SECONDS WEST 20.06 FEET; THENCE NORTH 88 DEGREES 20 MINUTES 12 SECONDS EAST 2.18 FEET; THENCE NORTH 01 DEGREE 39 MINUTES 48 SECONDS WEST 2.36 FEET; THENCE SOUTH 88 DEGREES 20 MINUTES 12 SECONDS WEST 1.36 FEET; THENCE NORTH 01 DEGREE 39 MINUTES 48 SECONDS WEST 21.64 FEET; THENCE NORTH 88 DEGREES 20 MINUTES 12 SECONDS EAST 1.36 FEET; THENCE NORTH 01 DEGREE 39 MINUTES 48 SECONDS WEST 2.36 FEET; THENCE SOUTH 88 DEGREES 20 MINUTES 12 SECONDS WEST 1.36 FEET; THENCE NORTH 01 DEGREE 39 MINUTES 48 SECONDS WEST 21.64 FEET; THENCE NORTH 88 DEGREES 20 MINUTES 12 SECONDS EAST 1.36 FEET; THENCE NORTH 01 DEGREE 39 MINUTES 48 SECONDS WEST 2.36 FEET; THENCE SOUTH 88 DEGREES 20 MINUTES 12 SECONDS WEST 1.36 FEET; THENCE NORTH 01 DEGREE 39 MINUTES 48 SECONDS WEST 21.64 FEET; THENCE

SOUTH 88 DEGREES 20 MINUTES 12 SECONDS WEST 1.36 FEET; THENCE NORTH 01 DEGREE 39 MINUTES 48 SECONDS WEST 21.64 FEET; THENCE NORTH 88 DEGREES 20 MINUTES 12 SECONDS EAST 1.36 FEET; THENCE NORTH 01 DEGREE 39 MINUTES 48 SECONDS WEST 2.36 FEET; THENCE SOUTH 88 DEGREES 20 MINUTES 12 SECONDS WEST 1.36 FEET; THENCE NORTH 01 DEGREE 39 MINUTES 48 SECONDS WEST 21.64 FEET; THENCE NORTH 88 DEGREES 20 MINUTES 12 SECONDS EAST 1.36 FEET; THENCE NORTH 01 DEGREE 39 MINUTES 48 SECONDS WEST 2.36 FEET; THENCE SOUTH 88 DEGREES 20 MINUTES 12 SECONDS WEST 2.18 FEET; THENCE NORTH 01 DEGREE 39 MINUTES 48 SECONDS WEST 29.22 FEET; THENCE NORTH 88 DEGREES 20 MINUTES 12 SECONDS EAST 2.18 FEET; THENCE NORTH 01 DEGREE 39 MINUTES 48 SECONDS WEST 2.56 FEET; THENCE NORTH 88 DEGREES 20 MINUTES 12 SECONDS EAST 19.30 FEET; THENCE NORTH 01 DEGREE 39 MINUTES 48 SECONDS WEST 0.85 FEET FOR A PLACE OF BEGINNING; THENCE SOUTH 88 DEGREES 20 MINUTES 12 SECONDS WEST 21.57 FEET; THENCE NORTH 01 DEGREE 39 MINUTES 48 SECONDS WEST 9.95 FEET; THENCE NORTH 88 DEGREES 20 MINUTES 12 SECONDS EAST 21.57 FEET; THENCE SOUTH 01 DEGREE 39 MINUTES 48 SECONDS EAST 9.95 FEET TO THE PLACE OF BEGINNING;

PARCEL 2C ALSO KNOWN AS STAIRWELL NO. 2 AND ELEVATOR AT THE SOUTHEAST CORNER OF THE BOE PARKING GARAGE:

ALSO THOSE PORTIONS LYING BETWEEN HORIZONTAL PLANES HAVING A LOWER ELEVATION OF 11.50 AND AN UPPER ELEVATION OF 46.62, AS SHOWN ON EXHIBIT A AS STAIRWELL 2 AND ELEVATOR, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE WEST 177.37 FEET OF SAID SOUTHEAST QUARTER OF BLOCK 16; THENCE SOUTH 88 DEGREES 18 MINUTES 20 SECONDS WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER 74.80 FEET; THENCE NORTH 01 DEGREE 39 MINUTES 48 SECONDS WEST 5.13 FEET; THENCE NORTH 88 DEGREES 20 MINUTES 12 SECONDS EAST 34.02 FEET; THENCE NORTH 01 DEGREE 39 MINUTES 48 SECONDS WEST 1.18 FEET; THENCE NORTH 88 DEGREES 20 MINUTES 12 SECONDS EAST 0.75 FEET; THENCE NORTH 01 DEGREE 39 MINUTES 48 SECONDS WEST 1.18 FEET; THENCE NORTH 88 DEGREES 20 MINUTES 12 SECONDS EAST 2.36 FEET; THENCE NORTH 01 DEGREE 39 MINUTES 48 SECONDS WEST 7.67 FEET; THENCE NORTH 88 DEGREES 20 MINUTES 12 SECONDS EAST 0.85 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING NORTH 88 DEGREES 20 MINUTES 12 SECONDS EAST 21.47 FEET; THENCE SOUTH 01 DEGREE 39 MINUTES 48 SECONDS EAST 9.85 FEET; THENCE SOUTH 88 DEGREES 20 MINUTES 12 SECONDS WEST 21.47 FEET; THENCE NORTH 01 DEGREE 39 MINUTES 48 SECONDS WEST 9.85 FEET TO THE PLACE OF BEGINNING;

ALSO:

COMMENCING AT THE SOUTHEAST CORNER OF THE WEST 177.37 FEET OF SAID SOUTHEAST QUARTER OF BLOCK 16; THENCE SOUTH 88 DEGREES 18 MINUTES 20 SECONDS WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER 74.80 FEET; THENCE NORTH 01 DEGREE 39 MINUTES 48 SECONDS WEST 5.13 FEET; THENCE NORTH 88 DEGREES 20 MINUTES 12 SECONDS EAST 34.02 FEET; THENCE NORTH 01 DEGREE 39 MINUTES 48 SECONDS WEST 1.18 FEET; THENCE NORTH 88 DEGREES 20 MINUTES 12 SECONDS EAST 0.75 FEET; THENCE NORTH 01 DEGREE 39 MINUTES 48 SECONDS WEST 1.18 FEET; THENCE NORTH 88 DEGREES 20 MINUTES 12 SECONDS EAST 2.36 FEET; THENCE NORTH 01 DEGREE 39 MINUTES 48 SECONDS WEST 8.52 FEET; THENCE NORTH 88 DEGREES 20 MINUTES 12 SECONDS EAST 16.06 FEET TO THE PLACE OF BEGINNING; THENCE NORTH 01 DEGREE 39 MINUTES 48 SECONDS WEST 8.33 FEET; THENCE NORTH 88 DEGREES 20 MINUTES 12 SECONDS EAST 6.27 FEET; THENCE SOUTH 01 DEGREE 39 MINUTES 48 SECONDS EAST 8.33 FEET; THENCE SOUTH 88 DEGREES 20 MINUTES 12 SECONDS WEST 6.27 FEET TO THE PLACE OF BEGINNING;

ALSO:

PARCEL 2D - ADDISON STREET ENTRANCE DRIVEWAY INTO THE BOE GARAGE DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE WEST 177.37 FEET OF SAID SOUTHEAST QUARTER OF BLOCK 16; THENCE SOUTH 88 DEGREES 18 MINUTES 20 SECONDS WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER 41.19 FEET FOR A PLACE OF BEGINNING; THENCE CONTINUING SOUTH 88 DEGREES 18 MINUTES 20 SECONDS WEST ALONG SAID SOUTH LINE 33.61 FEET; THENCE NORTH 01 DEGREE 39 MINUTES 48 SECONDS WEST 5.13 FEET; THENCE NORTH 88 DEGREES 20 MINUTES 12 SECONDS EAST 33.61 FEET; THENCE SOUTH 01 DEGREE 39 MINUTES 48 SECONDS EAST 5.11 FEET TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER AND THE PLACE OF BEGINNING; SAID PARCEL OF LAND HEREIN DESCRIBED CONTAINS 172.19 SQUARE FEET, MORE OR LESS;

EXCEPTING THEREFROM THE CENTER COLUMNS IN THE CENTER OF PARKING GARAGE RUNNING NORTH AND SOUTH DESCRIBED AS FOLLOWS (BELONGING TO THE CITY):

NORTH 88 DEGREES 20 MINUTES 12 SECONDS EAST 0.58 FEET; THENCE SOUTH 01 DEGREE 39 MINUTES 48 SECONDS EAST 2.00 FEET; THENCE SOUTH 88 DEGREES 20 MINUTES 12 SECONDS WEST 0.58 FEET; THENCE SOUTH 01 DEGREE 39 MINUTES 48 SECONDS EAST 21.91 FEET; THENCE NORTH 88 DEGREES 20 MINUTES 12 SECONDS EAST 0.67 FEET; THENCE SOUTH 01 DEGREE 39 MINUTES 48 SECONDS EAST 2.18 FEET; THENCE SOUTH 88 DEGREES 20 MINUTES 12 SECONDS WEST 1.41 FEET TO THE PLACE OF BEGINNING;

ALSO EXCEPTING THE MECHANICAL ROOM LOCATED IN THE SOUTHEAST CORNER OF PARKING GARAGE DESCRIBED AS FOLLOWS (BELONGING TO THE CITY):

COMMENCING AT THE SOUTHEAST CORNER OF THE WEST 177.37 FEET OF SAID SOUTHEAST QUARTER OF BLOCK 16; THENCE SOUTH 88 DEGREES 18 MINUTES 20 SECONDS WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER 74.80 FEET; THENCE NORTH 01 DEGREE 39 MINUTES 48 SECONDS WEST 5.13 FEET; THENCE NORTH 88 DEGREES 20 MINUTES 12 SECONDS EAST 34.02 FEET; THENCE NORTH 01 DEGREE 39 MINUTES 48 SECONDS WEST 1.18 FEET; THENCE NORTH 88 DEGREES 20 MINUTES 12 SECONDS EAST 0.75 FEET; THENCE NORTH 01 DEGREE 39 MINUTES 48 SECONDS WEST 1.18 FEET; THENCE NORTH 88 DEGREES 20 MINUTES 12 SECONDS EAST 2.36 FEET; THENCE NORTH 01 DEGREE 39 MINUTES 48 SECONDS WEST 8.52 FEET; THENCE NORTH 88 DEGREES 20 MINUTES 12 SECONDS EAST 15.21 FEET; THENCE NORTH 01 DEGREE 39 MINUTES 48 SECONDS WEST 8.35 FEET FOR A PLACE OF BEGINNING; THENCE SOUTH 88 DEGREES 20 MINUTES 12 SECONDS WEST 6.35 FEET; THENCE NORTH 01 DEGREE 39 MINUTES 48 SECONDS WEST 8.85 FEET; THENCE NORTH 88 DEGREES 20 MINUTES 12 SECONDS EAST 12.40 FEET; THENCE NORTH 01 DEGREE 39 MINUTES 48 SECONDS WEST 14.59 FEET; THENCE NORTH 88 DEGREES 20 MINUTES 12 SECONDS EAST 1.02 FEET; THENCE SOUTH 01 DEGREE 39 MINUTES 48 SECONDS EAST 19.99 FEET; THENCE SOUTH 88 DEGREES 20 MINUTES 12 SECONDS WEST 2.18 FEET; THENCE SOUTH 01 DEGREE 39 MINUTES 48 SECONDS EAST 2.62 FEET; THENCE SOUTH 88 DEGREES 20 MINUTES 12 SECONDS WEST 4.89 FEET; THENCE SOUTH 01 DEGREE 39 MINUTES 48 SECONDS EAST 0.83 FEET TO THE PLACE OF BEGINNING ALL LOCATED IN COOK COUNTY, ILLINOIS.

EXHIBIT B

SCHOOL ACCESS EASEMENT PARCEL FOR INGRESS AND EGRESS TO AND FROM THE INTERAMERICAN SCHOOL AND THE BOE GARAGE.

THAT PART OF THE WEST 177.37 FEET OF THE SOUTHEAST QUARTER OF BLOCK 16 TOGETHER WITH THE NORTH 52.64 FEET OF SAID SOUTHEAST QUARTER OF BLOCK 16 LYING EAST OF THE SAID WEST 177.37 FEET OF SAID SOUTHEAST QUARTER OF BLOCK 16 (EXCEPT THE EAST 89.88 FEET OF THE NORTH 30.43 FEET THEREOF) IN LAFLIN, SMITH AND DYER'S SUBDIVISION OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE WEST 177.37 FEET OF SAID SOUTHEAST QUARTER OF BLOCK 16; THENCE NORTH 01 DEGREE 43 MINUTES 36 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER 210.45 FEET TO THE SOUTH FACE OF A CONCRETE WALL FOR A PLACE OF BEGINNING; THENCE CONTINUING NORTH 01 DEGREE 43 MINUTES 36 SECONDS WEST ALONG SAID WEST LINE 80.18 FEET TO THE NORTHWEST CORNER OF THE WEST 177.37 FEET OF THE SOUTHEAST QUARTER OF BLOCK 16; THENCE NORTH 88 DEGREES 19 MINUTES 01 SECOND EAST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER 38.33 FEET TO THE WEST FACE OF A CONCRETE FOUNDATION EXTENDED NORTHERLY; THENCE SOUTH 01 DEGREE 39 MINUTES 48 SECONDS EAST ALONG SAID CONCRETE FOUNDATION AND THE NORTHERLY EXTENSION THEREOF 11.66 FEET TO THE NORTH EDGE OF A DOORWAY; THENCE NORTH 88 DEGREES 20 MINUTES 12 SECONDS EAST ALONG SAID NORTH EDGE OF DOORWAY 1.02 FEET TO THE WEST FACE OF A CONCRETE WALLED STAIRWELL; THENCE SOUTH 01 DEGREE 39 MINUTES 48 SECONDS EAST ALONG SAID WEST FACE 3.35 FEET TO THE SOUTH EDGE OF SAID DOORWAY; THENCE SOUTH 88 DEGREES 20 MINUTES 12 SECONDS WEST ALONG SAID SOUTH EDGE 1.02 FEET TO SAID WEST FACE; THENCE SOUTH 01 DEGREE 39 MINUTES 48 SECONDS EAST ALONG SAID WEST FACE 5.32 FEET TO THE SOUTH FACE OF A CONCRETE CURB; THENCE SOUTH 88 DEGREES 20 MINUTES 02 SECONDS WEST ALONG SAID SOUTH FACE 25.22 FEET; THENCE SOUTH 01 DEGREE 39 MINUTES 56 SECONDS EAST ALONG THE EAST FACE OF SAID CURB 59.78 FEET; THENCE SOUTH 88 DEGREES 31 MINUTES 42 SECONDS WEST 13.02 FEET TO THE PLACE OF BEGINNING; SAID PARCEL OF LAND HEREIN DESCRIBED CONTAINS 1,565 SQUARE FEET, MORE OR LESS, ALL IN COOK COUNTY, ILLINOIS.

EXHIBIT C to Ordinance

(Sub) Exhibit B-2 to I.G.A.

**LEGAL DESCRIPTION
PARKING GARAGE PARCEL
(including excess parcel)**

PARCEL 2

THE WEST 177.37 FEET OF THE SOUTHEAST QUARTER OF BLOCK 16 TOGETHER WITH THE NORTH 52.64 FEET OF SAID SOUTHEAST QUARTER OF BLOCK 16 LYING EAST OF THE SAID WEST 177.37 FEET OF SAID SOUTHEAST QUARTER OF BLOCK 16 (EXCEPT THE EAST 89.88 FEET OF THE NORTH 30.43 FEET THEREOF) IN LAFLIN, SMITH AND DYER'S SUBDIVISION OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

AREA PARCEL 2 AS DESCRIBED ABOVE = 54,744 S.F. / 1.2567 ACRES

PARCEL 3

THE NORTH 140.0 FEET OF THE SOUTHEAST QUARTER OF BLOCK 16 LYING EAST OF THE WEST 177.37 FEET THEREOF (EXCEPT THE NORTH 52.64.43 FEET THEREOF) IN LAFLIN, SMITH AND DYER'S SUBDIVISION OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

AREA PARCEL 3 AS DESCRIBED ABOVE = 9,849 S.F. / 0.2261 ACRES